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9 **NOTE: CHANGES MADE BY THE COURT**  
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12 UNITED STATES DISTRICT COURT  
13 CENTRAL DISTRICT OF CALIFORNIA  
14  
15

16 DAVID HOUGH; et al.,  
17

18 Plaintiff,  
19

20 v.  
21

22 RYAN CARROLL; et al.,  
23

24 Defendant.  
25

26 Case No. 2:24-cv-02886-WLK-SK  
27

28 Honorable Wesley L. Hsu  
STIPULATED PROTECTIVE  
ORDER **EXCEPT AS MODIFIED  
BY THE COURT**

1  
2     1. A. PURPOSES AND LIMITATIONS  
3

4              Discovery in this action is likely to involve production of confidential,  
5 proprietary, or private information for which special protection from public  
6 disclosure and from use for any purpose other than prosecuting this litigation may  
7 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
8 enter the following Stipulated Protective Order. The parties acknowledge that this  
9 Order does not confer blanket protections on all disclosures or responses to  
10 discovery and that the protection it affords from public disclosure and use extends  
11 only to the limited information or items that are entitled to confidential treatment  
12 under the applicable legal principles. The parties further acknowledge, as set forth  
13 in Section 12.3 (Filing Protected Material), below, that this Stipulated Protective  
14 Order does not entitle them to file confidential information under seal; Civil Local  
15 Rule 79-5 sets forth the procedures that must be followed and the standards that will  
16 be applied when a party seeks permission from the court to file material under seal.  
17

18         B. GOOD CAUSE STATEMENT  
19

20              This action is likely to involve trade secrets, customer and pricing lists,  
21 financial information of parties and non-parties, and other valuable research,  
22 development, commercial, financial, technical and/or proprietary information for  
23 which special protection from public disclosure and from use for any purpose other  
24 than prosecution of this action is warranted. Such confidential and proprietary  
25 materials and information consist of, among other things, confidential business or  
26 financial information, confidential personal financial information, information  
27 regarding confidential business practices, or other confidential research,  
28

1 development, or commercial information (including information implicating  
2 privacy rights of third parties), information otherwise generally unavailable to the  
3 public, or which may be privileged or otherwise protected from disclosure under  
4 state or federal statutes, court rules, case decisions, or common law. Accordingly,  
5 to expedite the flow of information, to facilitate the prompt resolution of disputes  
6 over confidentiality of discovery materials, to adequately protect information the  
7 parties are entitled to keep confidential, to ensure that the parties are permitted  
8 reasonable necessary uses of such material in preparation for and in the conduct of  
9 trial, to address their handling at the end of the litigation, and serve the ends of  
10 justice, a protective order for such information is justified in this matter. It is the  
11 intent of the parties that information will not be designated as confidential for  
12 tactical reasons and that nothing be so designated without a good faith belief that it  
13 has been maintained in a confidential, non-public manner, and there is good cause  
14 why it should not be part of the public record of this case.

15

16 2. DEFINITIONS

17 2.1 Action: This pending federal law suit styled as David Hough, et al. v.  
18 Ryan Carroll, et al., United States District Court, Central District of California, Case  
19 No. 2:24-cv-02886-WLH-SK.

20 2.2 Challenging Party: a Party or Non-Party that challenges the  
21 designation of information or items under this Order.

22 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
23 how it is generated, stored, or maintained) or tangible things that qualify for  
24 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
25 the Good Cause Statement.

26 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
27 their support staff).

28 2.5 Designating Party: a Party or Non-Party that designates information

1 or items that it produces in disclosures or in responses to discovery as  
2 “CONFIDENTIAL.”

3       2.6 Disclosure or Discovery Material: all items or information, regardless  
4 of the medium or manner in which it is generated, stored, or maintained (including,  
5 among other things, testimony, transcripts, and tangible things), that are produced  
6 or generated in disclosures or responses to discovery in this matter.

7       2.7 Expert: a person with specialized knowledge or experience in a matter  
8 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
9 an expert witness or as a consultant in this Action.

10       2.8 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
11 Information or Items: extremely sensitive “Confidential Information or Items,”  
12 disclosure of which to another Party or Non-Party would create a substantial risk of  
13 serious harm that could not be avoided by less restrictive means.

14       2.9 House Counsel: attorneys who are employees of a party to this Action.  
15 House Counsel does not include Outside Counsel of Record or any other outside  
16 counsel.

17       2.10 Non-Party: any natural person, partnership, corporation, association,  
18 or other legal entity not named as a Party to this action.

19       2.11 Outside Counsel of Record: attorneys who are not employees of a  
20 party to this Action but are retained to represent or advise a party to this Action and  
21 have appeared in this Action on behalf of that party or are affiliated with a law firm  
22 which has appeared on behalf of that party, including support staff.

23       2.12 Party: any party to this Action, including all of its officers, directors,  
24 employees, consultants, retained experts, and Outside Counsel of Record (and their  
25 support staffs).

26       2.13 Producing Party: a Party or Non-Party that produces Disclosure or  
27 Discovery Material in this Action.

28       2.14 Professional Vendors: persons or entities that provide litigation

1 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
2 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
3 and their employees and subcontractors.

4       2.15 Protected Material: any Disclosure or Discovery Material that is  
5 designated as “CONFIDENTIAL.”

6       2.16 Receiving Party: a Party that receives Disclosure or Discovery  
7 Material from a Producing Party.

8

9       3. SCOPE

10      The protections conferred by this Stipulation and Order cover not only  
11 Protected Material (as defined above), but also (1) any information copied or  
12 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
13 compilations of Protected Material; and (3) any testimony, conversations, or  
14 presentations by Parties or their Counsel that might reveal Protected Material.

15      Any use of Protected Material at trial shall be governed by the orders of the  
16 trial judge. This Order does not govern the use of Protected Material at trial.

17       4. DURATION

18      Even after final disposition of this litigation, as defined in Section 13 (FINAL  
19 DISPOSITION), the confidentiality obligations imposed by this Order shall remain  
20 in effect until a Designating Party agrees otherwise in writing or a court order  
21 otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal  
22 of all claims and defenses in this Action, with or without prejudice; and (2) final  
23 judgment herein after the completion and exhaustion of all appeals, rehearings,  
24 remands, trials, or reviews of this Action, including the time limits for filing any  
25 motions or applications for extension of time pursuant to applicable law.

26

27       5. DESIGNATING PROTECTED MATERIAL

28       5.1      Exercise of Restraint and Care in Designating Material for Protection.

1    Each Party or Non-Party that designates information or items for protection under  
2    this Order must take care to limit any such designation to specific material that  
3    qualifies under the appropriate standards. The Designating Party must designate for  
4    protection only those parts of material, documents, items, or oral or written  
5    communications that qualify so that other portions of the material, documents,  
6    items, or communications for which protection is not warranted are not swept  
7    unjustifiably within the ambit of this Order.

8       Mass, indiscriminate, or routinized designations are prohibited. Designations  
9    that are shown to be clearly unjustified or that have been made for an improper  
10   purpose (e.g., to unnecessarily encumber the case development process or to impose  
11   unnecessary expenses and burdens on other parties) may expose the Designating  
12   Party to sanctions. The designation of material as “HIGHLY CONFIDENTIAL –  
13   ATTORNEYS’ EYES ONLY” will not be used when the “CONFIDENTIAL”  
14   designation clearly protects the interests of the Designating Party, and all “HIGHLY  
15   CONFIDENTIAL – ATTORNEYS’ EYES ONLY” designations will be closely  
16   scrutinized.

17       If it comes to a Designating Party’s attention that information or items that it  
18   designated for protection do not qualify for protection, that Designating Party must  
19   promptly notify all other Parties that it is withdrawing the inapplicable designation.

20       5.2 Manner and Timing of Designations. Except as otherwise provided in  
21   this Order (see, e.g., second paragraph of Section 5.2(a) below), or as otherwise  
22   stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
23   under this Order must be clearly so designated before the material is disclosed or  
24   produced.

25       Designation in conformity with this Order requires:

26              (a) for information in documentary form (e.g., paper or electronic  
27   documents, but excluding transcripts of depositions or other pretrial or trial  
28   proceedings), that the Producing Party affix at a minimum, the legend

1 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”) or “HIGHLY  
2 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” (hereinafter “HIGHLY  
3 CONFIDENTIAL – ATTORNEYS’ EYES ONLY legend”), to each page that  
4 contains protected material. If only a portion or portions of the material on a page  
5 qualifies for protection, the Producing Party also must clearly identify the protected  
6 portion(s) (e.g., by making appropriate markings in the margins).

7 A Party or Non-Party that makes original documents available for  
8 inspection need not designate them for protection until after the inspecting Party has  
9 indicated which documents it would like copied and produced. During the  
10 inspection and before the designation, all of the material made available for  
11 inspection shall be deemed “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
12 ATTORNEYS’ EYES ONLY.” After the inspecting Party has identified the  
13 documents it wants copied and produced, the Producing Party must determine which  
14 documents, or portions thereof, qualify for protection under this Order. Then, before  
15 producing the specified documents, the Producing Party must affix the appropriate  
16 legend (“CONFIDENTIAL legend” or “HIGHLY CONFIDENTIAL –  
17 ATTORNEYS’ EYES ONLY legend”) to each page that contains Protected  
18 Material. If only a portion or portions of the material on a page qualifies for  
19 protection, the Producing Party also must clearly identify the protected portion(s)  
20 (e.g., by making appropriate markings in the margins).

21 (b) for testimony given in depositions that the Designating Party must  
22 either (i) identify the Disclosure or Discovery Material on the record, before the  
23 close of the deposition all protected testimony and specify the level of protection  
24 being asserted or (ii) invoke on the record (before the deposition, hearing, or other  
25 proceeding is concluded) the right to have up to 21 days following receipt by that  
26 party of the “read and sign” copy of the transcript to identify the specific portions  
27 of the testimony as to which protection is sought and to specify the level of  
28 protection being asserted.

1           While Protected Material is being used at a deposition, no person to  
2 whom the Protected Material may not be disclosed under this Order shall be present.  
3 ~~While Protected Material is being used at a hearing or other proceeding, either Party~~  
4 ~~may request that the courtroom be closed.~~ The use of a document as an exhibit at a  
5 deposition shall not in any way affect its designation as “CONFIDENTIAL” or  
6 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

7           Transcripts containing Protected Material shall have an obvious legend  
8 on the title page that the transcript contains Protected Material, and the title page  
9 shall be followed by a list of all pages (including line numbers as appropriate) that  
10 have been designated as Protected Material and the level of protection being asserted  
11 by the Designating Party. The Designating Party shall inform the court reporter of  
12 these requirements. Any transcript that is prepared before the expiration of the 21-  
13 day period for designation shall be treated during that period as if it had been  
14 designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in its  
15 entirety unless otherwise agreed. After the expiration of that period, the transcript  
16 shall be treated only as actually designated.

17           (c) for information produced in some form other than documentary and  
18 for any other tangible items, that the Producing Party affix in a prominent place on  
19 the exterior of the container or containers in which the information is stored the  
20 legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’  
21 EYES ONLY.” If only a portion or portions of the information warrants protection,  
22 the Producing Party, to the extent practicable, shall identify the protected portion(s).

23           5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
24 failure to designate qualified information or items does not, standing alone, waive  
25 the Designating Party’s right to secure protection under this Order for such material.  
26 Upon timely correction of a designation, the Receiving Party must make reasonable  
27 efforts to assure that the material is treated in accordance with the provisions of this  
28 Order.

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2     6.     CHALLENGING CONFIDENTIALITY DESIGNATIONS

3         6.1     Timing of Challenges. Any Party or Non-Party may challenge a  
4 designation of confidentiality at any time that is consistent with the Court's  
5 Scheduling Order.

6         6.2     Meet and Confer. The Challenging Party Shall initiate the dispute  
7 resolution process under Civil Local Rule 37-1 et seq and in conformity with  
8 Magistrate Judge Kim's applicable chambers-specific rules.

9         6.3     The burden of persuasion in any such challenge proceeding shall be  
10 on the Designating Party. Frivolous challenges, and those made for an improper  
11 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
12 parties), may expose the Challenging Party to sanctions. Unless the Designating  
13 Party has waived or withdrawn the confidentiality designation, all parties shall  
14 continue to afford the material in question the level of protection to which it  
15 is entitled under the Producing Party's designation until the Court rules on the  
16 challenge.

17

18     7.     ACCESS TO AND USE OF PROTECTED MATERIAL

19         7.1     Basic Principles. A Receiving Party may use Protected Material that  
20 is disclosed or produced by another Party or by a Non-Party in connection with  
21 this Action only for prosecuting, defending, or attempting to settle this Action.  
22 Such Protected Material may be disclosed only to the categories of persons and  
23 under the conditions described in this Order. When the Action has been  
24 terminated, a Receiving Party must comply with the provisions of Section 13 below  
25 (FINAL DISPOSITION).

26         Protected Material must be stored and maintained by a Receiving Party at  
27 a location and in a secure manner that ensures that access is limited to the  
28 persons authorized under this Order.

1           7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
2 otherwise ordered by the Court or permitted in writing by the Designating Party, a  
3 Receiving Party may disclose any information or item designated  
4 “CONFIDENTIAL” only to:

5                 (a) the Receiving Party’s Outside Counsel of Record in this Action, as  
6 well as employees of said Outside Counsel of Record to whom it is reasonably  
7 necessary to disclose the information for this Action;

8                 (b) the officers, directors, and employees (including House Counsel) of  
9 the Receiving Party to whom disclosure is reasonably necessary for this Action;

10                 (c) Experts (as defined in this Order) of the Receiving Party to whom  
11 disclosure is reasonably necessary for this Action and who have signed the  
12 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

13                 (d) the Court and its personnel;

14                 (e) court reporters and their staff;

15                 (f) professional jury or trial consultants, mock jurors, and Professional  
16 Vendors to whom disclosure is reasonably necessary for this Action and who have  
17 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

18                 (g) the author or recipient of a document containing the information or a  
19 custodian or other person who otherwise possessed or knew the information;

20                 (h) during their depositions, witnesses, and attorneys for witnesses, in  
21 the Action to whom disclosure is reasonably necessary provided: (1) the deposing  
22 party requests that the witness sign the form attached as Exhibit A hereto; and (2)  
23 they will not be permitted to keep any confidential information unless they sign the  
24 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
25 agreed by the Designating Party or ordered by the Court. Pages of transcribed  
26 deposition testimony or exhibits to depositions that reveal Protected Material may  
27 be separately bound by the court reporter and may not be disclosed to anyone except  
28 as permitted under this Stipulated Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

7.3 Disclosure of "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY" Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY" only to:

(a) the Receiving Party's Outside Counsel of Record in this action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this litigation;

(b) members of the Receiving Party's In-House Counsel to whom disclosure is reasonably necessary for this action and who have executed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

(c) Experts of the Receiving Party (1) to whom disclosure is reasonably necessary for this litigation, (2) who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A), and (3) as to whom the procedures set forth in paragraph 7.4(a), below, have been followed;

(d) the court and its personnel;

(e) court reporters and their staff, professional jury or trial consultants, and Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(f) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information; and

(g) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

## 7.4 Procedures for Approving or Objecting to Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items to Experts.

(a) Unless otherwise ordered by the court or agreed to in writing by the

1 Designating Party, a Party that seeks to disclose to an Expert (as defined in this Order)  
2 any information or item that has been designated “HIGHLY CONFIDENTIAL –  
3 ATTORNEYS’ EYES ONLY” pursuant to paragraph 7.3(b) first must make a written  
4 request to the Designating Party that (1) identifies the general categories of “HIGHLY  
5 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” information that the Receiving  
6 Party seeks permission to disclose to the Expert, (2) sets forth the full name of the  
7 Expert and the city and state of his or her primary residence, (3) attaches a copy of  
8 the Expert’s current resume, (4) identifies the Expert’s current employer, (5) identifies  
9 each person or entity by whom the Expert is currently retained , and (6) identifies (by  
10 name and number of the case, filing date, and location of court) any litigation in  
11 connection with which the Expert has offered expert testimony, including through a  
12 declaration, report, or testimony at a deposition or trial, during the preceding five  
13 years.

14 (b) A Party that makes a request and provides the information specified in  
15 the preceding respective paragraphs may disclose the subject Protected Material to  
16 the identified Expert unless, within 14 days of delivering the request, the Party  
17 receives a written objection from the Designating Party. Any such objection must set  
18 forth in detail the grounds on which it is based.

19 (c) A Party that receives a timely written objection must meet and confer  
20 with the Designating Party (through direct voice to voice dialogue) to try to resolve  
21 the matter by agreement within seven days of the written objection. If no agreement  
22 is reached, the Party objecting to the disclosure to the Expert may file a motion as  
23 provided in Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if  
24 applicable) seeking permission from the Court to prevent the Expert from reviewing  
25 the specified information. Any such motion must describe the circumstances with  
26 specificity, set forth in detail the reasons why the disclosure to the Expert should be  
27 refused and assess the risk of harm that the disclosure would entail. In addition, any  
28 such motion must be accompanied by a competent declaration describing the parties’

1 efforts to resolve the matter by agreement (i.e., the extent and the content of the meet  
2 and confer discussions) and setting forth the reasons advanced by the Designating  
3 Party for its refusal to approve the disclosure.

4 In any such proceeding, the Party opposing disclosure to the Expert shall bear  
5 the burden of proving that the risk of harm that the disclosure would entail (under the  
6 safeguards proposed) outweighs the Receiving Party's need to disclose the Protected  
7 Material to its Expert.

8

9 8. **PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**

10 **IN OTHER LITIGATION**

11 If a Party is served with a subpoena or a court order issued in other litigation  
12 that compels disclosure of any information or items designated in this Action as  
13 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES  
14 ONLY" that Party must:

15 (a) promptly notify in writing the Designating Party. Such notification  
16 shall include a copy of the subpoena or court order;

17 (b) promptly notify in writing the party who caused the subpoena or order  
18 to issue in the other litigation that some or all of the material covered by the  
19 subpoena or order is subject to this Protective Order. Such notification shall include  
20 a copy of this Stipulated Protective Order; and

21 (c) cooperate with respect to all reasonable procedures sought to be  
22 pursued by the Designating Party whose Protected Material may be affected.

23 If the Designating Party timely seeks a protective order, the Party served with  
24 the subpoena or court order shall not produce any information designated in this  
25 action as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS'  
26 EYES ONLY" before a determination by the court from which the subpoena or  
27 order issued, unless the Party has obtained the Designating Party's permission. The  
28 Designating Party shall bear the burden and expense of seeking protection in that

1 court of its confidential material, and nothing in these provisions should be  
2 construed as authorizing or encouraging a Receiving Party in this Action to disobey  
3 a lawful directive from another court.

4

5 **9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**  
6 **PRODUCED IN THIS LITIGATION**

7 (a) The terms of this Order are applicable to information produced by a  
8 Non-Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY  
9 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information produced  
10 by Non-Parties in connection with this litigation is protected by the remedies and  
11 relief provided by this Order. Nothing in these provisions should be construed as  
12 prohibiting a Non-Party from seeking additional protections.

13 (b) In the event that a Party is required, by a valid discovery request, to  
14 produce a Non-Party’s confidential information in its possession, and the Party is  
15 subject to an agreement with the Non-Party not to produce the Non-Party’s  
16 confidential information, then the Party shall:

17 (1) promptly notify in writing the Requesting Party and the Non-Party  
18 that some or all of the information requested is subject to a confidentiality agreement  
19 with a Non-Party;

20 (2) promptly provide the Non-Party with a copy of the Stipulated  
21 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
22 specific description of the information requested; and

23 (3) make the information requested available for inspection by the Non-  
24 Party, if requested.

25 (c) If the Non-Party fails to seek a protective order from this Court within  
26 14 days of receiving the notice and accompanying information, the Receiving Party  
27 may produce the Non-Party’s confidential information responsive to the discovery  
28 request. If the Non-Party timely seeks a protective order, the Receiving Party shall

1 not produce any information in its possession or control that is subject to the  
2 confidentiality agreement with the Non-Party before a determination by the Court.  
3 Absent a court order to the contrary, the Non-Party shall bear the burden and  
4 expense of seeking protection in this Court of its Protected Material.

5

6 10. **UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

7 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
8 Protected Material to any person or in any circumstance not authorized under this  
9 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
10 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
11 to retrieve all unauthorized copies of the Protected Material, (c) inform the person  
12 or persons to whom unauthorized disclosures were made of all the terms of this  
13 Order, and (d) request such person or persons to execute the “Acknowledgment and  
14 Agreement to Be Bound” that is attached hereto as Exhibit A.

15

16 11. **INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
**PROTECTED MATERIAL**

17 When a Producing Party gives notice to Receiving Parties that certain  
18 inadvertently produced material is subject to a claim of privilege or other protection,  
19 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
20 Procedure 26(b)(5)(B). This provision is not intended to modify whatever  
21 procedure may be established in an e-discovery order that provides for production  
22 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and  
23 (e), insofar as the parties reach an agreement on the effect of disclosure of a  
24 communication or information covered by the attorney-client privilege or work  
25 product protection, the parties may incorporate their agreement in the stipulated  
26 protective order submitted to the Court.

1 12. MISCELLANEOUS

2       12.1 Right to Relief. Nothing in this Order abridges the right of any person  
3 to seek its modification by the Court in the future.

4       12.2 Right to Assert Other Objections. By stipulating to the entry of this  
5 Protective Order, no Party waives any right it otherwise would have to object to  
6 disclosing or producing any information or item on any ground not addressed in this  
7 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
8 ground to use in evidence of any of the material covered by this Protective Order.

9       12.3 Filing Protected Material. A Party that seeks to file under seal any  
10 Protected Material must comply with Civil Local Rule 79-5. Protected Material  
11 may only be filed under seal pursuant to a court order authorizing the sealing of the  
12 specific Protected Material at issue. If a Party's request to file Protected Material  
13 under seal is denied by the court, then the Receiving Party may file the information  
14 in the public record unless otherwise instructed by the court.

15

16 13. FINAL DISPOSITION

17       Final disposition shall be deemed to be the later of (1) dismissal of all claims  
18 and defenses in this Action, with or without prejudice; and (2) final judgment herein  
19 after the completion and exhaustion of all appeals, rehearings, remands, trials, or  
20 reviews of this Action, including the time limits for filing any motions or  
21 applications for extension of time pursuant to applicable law. After the final  
22 disposition of this Action, within 60 days of a written request by the Designating  
23 Party, each Receiving Party must return all Protected Material to the Producing  
24 Party or destroy such material. As used in this subdivision, "all Protected Material"  
25 includes all copies, abstracts, compilations, summaries, and any other format  
26 reproducing or capturing any of the Protected Material. Whether the Protected  
27 Material is returned or destroyed, the Receiving Party must submit a written  
28 certification to the Producing Party (and, if not the same person or entity, to the

1 Designating Party) by the 60 day deadline that (1) identifies (by category, where  
2 appropriate) all the Protected Material that was returned or destroyed; and (2)  
3 affirms that the Receiving Party has not retained any copies, abstracts, compilations,  
4 summaries, or any other format reproducing or capturing any of the Protected  
5 Material. Notwithstanding this provision, Counsel are entitled to retain an archival  
6 copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal  
7 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney  
8 work product, and consultant and expert work product, even if such materials  
9 contain Protected Material. Any such archival copies that contain or constitute  
10 Protected Material remain subject to this Protective Order as set forth in Section 4  
11 (DURATION).

12 14. Any violation of this Order may be punished by any and all appropriate  
13 measures including, without limitation, contempt proceedings and/or  
14 monetary sanctions.

15 IT IS SO STIPULATED, THROUGH COUNSEL.

16  
17 Dated: SOLOMON WARD SEIDENWURM  
18 & SMITH LLP  
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20 Levi Y. Silver  
21 Attorney for Matthew Crouch

22 Dated: BANKS LAW OFFICE  
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25 Nico Banks  
26 Attorney for Plaintiffs  
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2 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.  
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5 Dated: March 14, 2025  
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Honorable Steve Kim  
United States Magistrate Judge

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## EXHIBIT A

## ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on [date] in the case of \_\_\_\_\_ **[insert formal name of the case and the number and initials assigned to it by the court]**. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order, and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint \_\_\_\_\_ [print or type full name] of \_\_\_\_\_ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date:

City and State where sworn and signed: \_\_\_\_\_

Printed name:

Signature: